Hospital for treatment from pulmonary tuberculosis. That being so, his contract of insurance with the defendant company is voidable. It is trite law that a contract of insurance is a contract *uberrimae fidei* which can be avoided for non-disclosure of material facts. If any authority is required for this proposition it is to be found in the following passage in the judgment of Scrutton L.J. in *Rozanes* v. *Bowen* [1]:

"As the underwriter knows nothing and the man who comes to him to ask him to insure knows everything, it is the duty of the assured, the man who desires to have a policy, to make a full disclosure to the underwriters without being asked of all the material circumstances, because the underwriters know nothing and the assured knows everything. This is expressed by saying that it is a contract of the utmost good faith — *uberrima fides*."

In the circumstances I feel I have no option but to dismiss the action with costs, and make an order accordingly.

Although it is not necessary for me to decide on the rights of the plaintiff under the conditional assignment, I must say that in the light of the evidence of the widow of the deceased assured the defendants would not have succeeded in having the suit dismissed on this ground.

Action dismissed.

Solicitors: *Khoo Eng Chin & Co.; Lovelace & Hastings.*

AUGUSTINE v. PUBLIC PROSECUTOR

[A.Cr.J. (Ong J.) September 26, 1963]

[K.L. — Criminal Appeal No. 50 of 1963]

Criminal Procedure—Judgment—Duty of magistrate to give proper grounds—Duty to state findings of facts.

Except in the most straightforward type of cases, where the facts clearly establish all the necessary ingredients of an offence, it is the duty of the magistrate to state at least what were his finding of fact.

Case referred to:—

(1) *Oliver* v. *Ahsman* [1961] 3 W.L.R. 669, 682.

CRIMINAL APPEAL.

B. Kaher Singh for the appellant.

Gunn Chit Tuan (Deputy Public Prosecutor) for the respondent.

Ong J.: The appellant was charged in the Magistrate's Court, Kuala Lumpur under section 385 of the Penal Code, for putting one Tan Siew Hui in fear of hurt to his person on October 18, 1962 in order to the committing of extortion of an unspecified sum of money. On June 26, 1963 he was sentenced, upon conviction, to 6 months' imprisonment and one stroke of the rattan. He has now appealed against the conviction and sentence.

The grounds of judgment were given, after notice of appeal, on July 3, 1963 in four lines, as follows:

"The accused was charged with attempted extortion under section 385 Penal Code and after hearing all the evidence I found that there were clear evidence of an attempt which failed. Defence has not raised any doubts."

I do not consider the simple *ipse dixit* of the Magistrate sufficient to constitute proper grounds of judgment. It is not enough to use the words of Shelley, "I cannot argue, I can only feel," as the foundation of a judgment (see Holroyd Pearce L.J. in *Oliver* v. *Ashman* [1]). Except in the most straightforward type of cases, where the facts clearly establish all the necessary ingredients of an offence, it is the duty of the magistrate to state at least what were his findings of fact. The learned magistrate has failed to do anything of the sort, although he had had seven days in which to write his judgment and innumerable precedents exist showing what his predecessors had invariably done. Surely past magistrates were not indulging in literary compositions merely for the edification of judges and others for whom the grounds of judgment were written.

In this case, the appellant admitted that he had punched the complainant two days before the police report was made. Such being the case, there was good reason for the complainant having an *animus* against the appellant, and the events of November 1 and 2 leading up to the arrest were in truth more consistent with the appellant's innocence than his guilt of the allegations made against him.

For the above reason I am satisfied that the judgment was against the weight of evidence, and I therefore set aside the conviction and sentence.

Conviction and sentence set aside.

Solicitors: *Kaher Singh & Karam.*

THE PRUDENTIAL ASSURANCE CO. LTD. v. KOH NAM YONG

[D.C.A. (Buttrose, Chua & Kulasekaram JJ.) October 25, 1963]

[Singapore — District Court Appeal No. 31 of 1962]

Employment—Holidays—Work on—"Double the ordinary rate of salary"—Claims for—Clerks Employment Ordinance, 1957 ss.36(2) & 56—Scheme of Ordinance considered.

Under section 36(2) of the Clerks Employment Ordinance, 1957, any employee who is required to work on a holiday is entitled to double the ordinary rate of salary in addition to his salary.

Case referred to:—

(1) *Tara Singh* v. *Chairman, Sailors' Institute Committee, Singapore* [1959] M.L.J. 1.

DISTRICT COURT APPEAL.

Punch Coomaraswamy for the appellant.

David Marshall for the respondent.

Buttrose J.: This is an appeal from an Order of the Assistant Commissioner of Labour directing the appellant to pay to the Commissioner for Labour on behalf of the respondent